

EXHIBIT A

**SUPERIOR COURT****SUMMONS**

	Civil Action File Number PC-2017-0702
Plaintiff Rhudy Hernandez v. Defendant U.s. Bank, N.a.	Attorney for the Plaintiff or the Plaintiff Nelson Robles Address of the Plaintiff's Attorney or the Plaintiff 281 WEBSTER AVE PROVIDENCE RI 02909
Licht Judicial Complex Providence/Bristol County 250 Benefit Street Providence RI 02903 (401) 222-3250	Address of the Defendant No Known Address

TO THE DEFENDANT, MERS, Inc.:

The above-named Plaintiff has brought an action against you in said Superior Court in the county indicated above. You are hereby summoned and required to serve upon the Plaintiff's attorney, whose address is listed above, an answer to the complaint which is herewith served upon you within twenty (20) days after service of this Summons upon you, exclusive of the day of service.

If you fail to do so, judgment by default will be taken against you for the relief demanded in the complaint. Your answer must also be filed with the court.

As provided in Rule 13(a) of the Superior Court Rules of Civil Procedure, unless the relief demanded in the complaint is for damage arising out of your ownership, maintenance, operation, or control of a motor vehicle, or unless otherwise provided in Rule 13(a), your answer must state as a counterclaim any related claim which you may have against the Plaintiff, or you will thereafter be barred from making such claim in any other action.

This Summons was generated on 6/8/2017.	/s/ Henry Kinch Clerk
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Witness the seal/watermark of the Superior Court

**SUPERIOR COURT****Plaintiff**

Rhudy Hernandez

v.

Defendant

U.s. Bank, N.a.

Civil Action File Number

PC-2017-0702

PROOF OF SERVICE

I hereby certify that on the date below I served a copy of this Summons, complaint, Language Assistance Notice, and all other required documents received herewith upon the Defendant, MERS, Inc., by delivering or leaving said papers in the following manner:

- ☐ With the Defendant personally.
- ☐ At the Defendant's dwelling house or usual place of abode with a person of suitable age and discretion then residing therein.
Name of person of suitable age and discretion _____
Address of dwelling house or usual place of abode _____
Age _____
Relationship to the Defendant _____
- ☐ With an agent authorized by appointment or by law to receive service of process.
Name of authorized agent _____
If the agent is one designated by statute to receive service, further notice as required by statute was given as noted below.

- ☐ With a guardian or conservator of the Defendant.
Name of person and designation _____
- ☐ By delivering said papers to the attorney general or an assistant attorney general if serving the state.
- ☐ Upon a public corporation, body, or authority by delivering said papers to any officer, director, or manager.
Name of person and designation _____

**SUPERIOR COURT**

Upon a private corporation, domestic or foreign:

☐ By delivering said papers to an officer or a managing or general agent.

Name of person and designation _____

☐ By leaving said papers at the office of the corporation with a person employed therein.

Name of person and designation _____

☐ By delivering said papers to an agent authorized by appointment or by law to receive service of process.

Name of authorized agent _____

If the agent is one designated by statute to receive service, further notice as required by statute was given as noted below.

☐ I was unable to make service after the following reasonable attempts: _____

SERVICE DATE: ____/____/____
Month Day Year

SERVICE FEE \$ _____

Signature of SHERIFF or DEPUTY SHERIFF or CONSTABLE

SIGNATURE OF PERSON OTHER THAN A SHERIFF or DEPUTY SHERIFF or CONSTABLE MUST BE NOTARIZED.

Signature

State of _____

County of _____

On this _____ day of _____, 20____, before me, the undersigned notary public, personally appeared _____ ☐ personally known to the notary

or ☐ proved to the notary through satisfactory evidence of identification, which was _____, to be the person who signed above in my presence, and who swore or affirmed to the notary that the contents of the document are truthful to the best of his or her knowledge.

Notary Public: _____

My commission expires: _____

Notary identification number: _____



2. Plaintiff sets forth that the foreclosure of a mortgage, given by Plaintiff to People's Choice Home Loan, Inc. (People's Choice) as Lender and Mortgage Electronic Registration Systems, Inc. (MERS) as mortgagee, solely acting as nominee of People's Choice, which was purportedly assigned to Defendant US Bank, is void as US Bank lacked authority to exercise the statutory power of sale in the mortgage because the assignment of the subject matter mortgage from MERS, as nominee of People's Choice, to US Bank is void *ab initio*.

JURISDICTION AND VENUE

3. Venue is proper in this Court in that a substantial part of the events or omissions giving rise to this claim have occurred, and the real property that is the subject of the action is situated within the State of Rhode Island.

4. Plaintiff further avers that the Court has redressable claims over the matters in this complaint pursuant to the following statute:

- a. Plaintiff claims that the foreclosure was in violation of R.I.G.L. § 34-11-22 because the foreclosure did not comply with said statute as US Bank is not a mortgagee who could have invoked the statutory power of sale.

PARTIES

5. Plaintiff Rhudy Hernandez resides at and claims to be the rightful owner of 200 Oaklawn Avenue, Cranston, RI 02920 which is the subject property referenced herein.

6. Defendant U.S. Bank, N.A. as trustee for SASCO Mortgage Pass-through Certificates, Series 2007-BC3 (US Bank) is located at 461 5th Ave, New York, NY 10017.

7. Defendant Mortgage Electronic Registration Systems, Inc (MERS), is located at 1818 Library Street, # 300, Reston, VA 20190.

FACTS

8. On November 29, 2006, the subject property was granted to Plaintiff Rhudy Hernandez. The Deed evidencing transfer of the ownership of the subject property was recorded in the City of Cranston Clerks Office, Land Evidence Records in Book 3546 at Page 79 on December 4, 2006.

9. On November 29, 2006, Plaintiff executed a mortgage and note for \$436,000.00 to People's Choice Home Loans, Inc. (People's Choice) as Lender, and Mortgage Electronic Registration Systems, Inc. (MERS) as mortgagee, acting solely as nominee of Lender, People's Choice. The Mortgage was recorded in the City of Cranston Clerks Office, Land Evidence Records in Book 3546 at Page 81 on December 4, 2006. (the Hernandez Mortgage). (See: Exhibit 1).

10. On March 20, 2007, People's Choice filed for protection from their creditors under Chapter 11 of the United States Bankruptcy Code in the United States Bankruptcy Court, Central District of California as case number 8:07-bk-10765.

11. On July 27, 2007, People's Choice filed a Notice of Rejection of Various Contracts as Document # 558 in United States Bankruptcy Court, Central District of California, case number 8:07-bk-10765. Listed as a rejected contract is Mortgage Electronic Registration Systems, Inc. (MERS). (See: Exhibit 2, Id. at p.10).

12. When People's Choice filed its rejection of the executory contract with MERS, the contract was breached and its relationship with MERS was terminated. (See: 11 U.S.C. § 365(g); "the rejection of an executory contract or unexpired lease of the debtor constitutes a breach of such contract or lease.").

13. Once People's Choice terminated their relationship with MERS, MERS' authority to assign the Hernandez Mortgage was also terminated.

14. On February 19, 2009, MERS, acting solely as nominee for People's Choice, purportedly assigned the Hernandez Mortgage to U.S. Bank N.A. (U.S. Bank) as trustee for SASCO Mortgage Pass-through Certificates, Series 2007-BC3. Said assignment was

recorded in the City of Cranston Clerks Office, Land Evidence Records in Book 3999 at Page 8 on February 25, 2009. (See: Exhibit 3).

15. The assignment of the mortgage executed by MERS to U.S. Bank is void *ab initio* because the assignor, MERS, lacked the authority to assign the Hernandez mortgage and had nothing to assign. (See: Culhane v. Aurora Loan Services of Nebraska, 708 F.3d 282, 291 (1st Cir. 2013); 17A Am. Jur. 2d. Contracts § 10 at 45-46 (2004) (“A void contract is void as to everybody whose rights would be affected by it if it were valid.”). (See also: DiLibero v. MERS, No. 2013-190 (RI Supr. 2015)).

16. On or about July 18, 2016, U.S. Bank retained Bendett & McHugh, P.C. to foreclose the Hernandez Mortgage, and subsequently caused to be sent to Plaintiff a Notice of Mortgagee’s Foreclosure Sale, stating a scheduled mortgagee’s sale date of September 9, 2016.

17. On September 9, 2016, prior to the scheduled Mortgagee’s Foreclosure Sale of the subject property, Plaintiff filed for protection from her creditors under Chapter 7 of the United States Bankruptcy Code in the United States Bankruptcy Court for the District of Rhode Island in case number 1:16-bk-11556.

18. Defendant U.S. Bank purportedly foreclosed the Hernandez Mortgage and the subject property was purportedly sold at mortgagee’s foreclosure sale on September 9, 2016 to a third party bidder.

19. The foreclosure and Mortgagee’s Foreclosure Sale were in violation of R.I.G.L. § 34-11-22, are void and without force or effect, as U.S. Bank was not a mortgagee who could have invoked the statutory power of sale, subsequent to an assignment which is void *ab initio*.

20. Moreover, the foreclosure and mortgagee's sale was in violation of the automatic stay of bankruptcy codified at 11 USC § 362(c)(3)(A) further rendering those actions without force or effect.

21. Plaintiffs herein seek a declaratory judgment that the foreclosure is void, injunctive relief preventing U.S. Bank from any further conveyance, foreclosure and or eviction action, and to quiet title to the subject property.

COUNT I
DECLARATORY JUDGMENT & INJUNCTIVE RELIEF

22. Plaintiff repeats and reincorporates by reference all paragraphs above as if fully articulated herein.

23. People's Choice filed a Notice of Rejection of Various Contracts in United States Bankruptcy Court listing MERS as a rejected contract. (See: Exhibit 2, Id. at p.10).

24. When People's Choice filed its rejection of the executory contract with MERS, the contract was breached and its relationship with MERS was terminated. (See: 11 U.S.C. § 365(g); "the rejection of an executory contract or unexpired lease of the debtor constitutes a breach of such contract or lease.").

25. Once People's Choice terminated their relationship with MERS, MERS' authority to assign the Hernandez Mortgage was also terminated.

26. After the relationship between MERS and People's Choice was terminated, MERS, acting solely as nominee for People's Choice, purportedly assigned the Hernandez Mortgage to U.S. Bank.

27. The assignment of the mortgage executed by MERS to U.S. Bank is void *ab initio* because the assignor, MERS, lacked the authority to assign the Hernandez mortgage and had nothing to assign.

28. U.S. Bank purportedly foreclosed the Hernandez Mortgage and purportedly sold the subject property at mortgagee's foreclosure sale.

29. At the time of the foreclosure and mortgagee's foreclosure sale U.S. Bank was not the properly assigned mortgagee subsequent to an assignment which is void *ab initio*, as noted herein above.

30. Additionally, prior to the scheduled foreclosure and sale, Plaintiff filed for protection from her creditors under Chapter 7 of the United States Bankruptcy Code in the United States Bankruptcy Court for the District of Rhode Island in case number 1:16-bk-11556.

31. Defendant U.S. Bank has no properly assigned interest in the property, the mortgage or note and thus has no standing to enforce the mortgage that is the subject of this action.

32. As a result of U.S. Bank's lack of authority to exercise the statutory power of sale the foreclosure of the Hernandez Mortgage and mortgagee's foreclosure Sale of the subject property are in violation of R.I.G.L. § 34-11-22.

33. The foreclosure and mortgagee's sale was also in violation of the automatic stay of bankruptcy codified at 11 USC § 362(c)(3)(A) further rendering those actions without force or effect.

34. As a result of Defendants unauthorized actions in wrongfully assigning the Hernandez Mortgage, foreclosure, and auction of the subject property, the Plaintiff has suffered damages including emotional distress, loss of title to property, court costs, attorney's fees in defenses of foreclosure and eviction.

35. The Defendants wrongful actions are the direct cause of the harms to Plaintiff as alleged herein.

36. Plaintiff is entitled to a Declaratory Judgment that the foreclosure and mortgagee's foreclosure sale are void and without force and effect.

37. Plaintiff is entitled to injunctive relief enjoining U.S. Bank from proceeding with any conveyance of the subject property, and further foreclosure and/or eviction action.

38. Plaintiff is entitled to a Court Order requiring that U.S. Bank take all necessary steps to restore legal title to her property as if no foreclosure sale had ever occurred.

39. Plaintiff is entitled to a Court Order requiring that MERS rescind the void assignment of the Hernandez Mortgage, which was recorded in the City of Cranston Clerks Office, Land Evidence Records in Book 3999 at Page 8, on February 25, 2009.

40. Plaintiff is entitled to actual, monetary, punitive and exemplary damages, restitution, an accounting, attorneys' fees and costs, equitable relief and all other relief as provided by state law.

COUNT II **QUIET TITLE**

41. Plaintiff repeats and incorporates all paragraphs above as if fully articulated herein.

42. The real estate at issue is located at 200 Oaklawn Avenue, Cranston, RI 02920.

43. The Plaintiff and Defendant U.S. Bank both claim fee simple interest in the aforesaid property.

44. The Plaintiff claims ownership and title to the Property from a Deed granting the property to her which was recorded in the City of Cranston Clerks Office, Land Evidence

Records in Book 3546 at Page 79 on December 4, 2006. The name and address of said Plaintiff has been set forth herein above.

45. Defendant, U.S. Bank, claims ownership and title to the Property subsequent to a void foreclosure and mortgagee's foreclosure sale on September 9, 2016. Defendant U.S. Bank's address is set forth herein above.

46. At the time of the foreclosure and mortgagee's foreclosure sale U.S. Bank was not the properly assigned mortgagee subsequent to a void assignment as noted herein above.

47. At the time of foreclosure and mortgagee's sale the Plaintiff was protected from her creditors by the automatic stay of bankruptcy as noted herein above.

48. The foreclosure sale conducted by the Defendant is void as against public policy.

49. The Plaintiff has suffered damages and loss of property interest as a direct result of the conduct of the Defendant.

50. The Plaintiff is entitled to a judgment quieting title to the Property and declaring that Plaintiff Rhudy Hernandez is the owner of the Subject Property.

51. Plaintiff is entitled to a Court Order requiring that U.S. Bank take all necessary steps to restore legal title to her property as if no foreclosure sale had ever occurred.

52. Plaintiff is entitled to a Court Order requiring that MERS rescind the void assignment of the Hernandez Mortgage, which was recorded in the City of Cranston Clerks Office, Land Evidence Records in Book 3999 at Page 8, on February 25, 2009.

53. Plaintiff is entitled to actual, monetary, punitive and exemplary damages, restitution, an accounting, attorneys' fees and costs, equitable relief and all other relief as provided by state law.

WHEREFORE, Plaintiffs' demand that this Honorable Court:

- i. Declare that the Plaintiff Rhudy Hernandez, is the true and lawful owner of 200 Oaklawn Avenue, Cranston, RI 02920.
- ii. Enjoin and restrain Defendant and/or their agents from conveyance of the property, continuing or initiating any foreclosure actions or eviction actions against the Plaintiff or her tenants until the title to the property in dispute is cleared.
- iii. Declare that the foreclosure proceeding and/or sale of the subject property is void;
- iv. Order that Defendant U.S. Bank take all necessary steps to restore legal title to the subject property as if no foreclosure or sale had ever occurred. In addition, Plaintiff is entitled to be returned to her status and circumstance prior to the Defendant's wrongful foreclosure and sale;
- v. Order that Defendant MERS rescind the wrongful assignment as noted herein above as having been recorded in the City of Cranston Clerk's Office, Land Evidence Records;
- vi. Award Plaintiff punitive damages;
- vii. Award the Plaintiff reasonable attorney's fees and costs; and Grant such other relief which is just and equitable

Dated: May 19, 2017

Plaintiff, Rhudy Hernandez,
By her Attorney,

/s/ Nelson Robles
Nelson Robles (9649)
668 Hartford Avenue
Providence, RI 02909
401-572-3335 Telephone
401-572-3344 Facsimile
nrobles85@gmail.com

Exhibit 1

Return To:
PEOPLE'S CHOICE HOME LOAN,
INC.
7515 IRVINE CENTER DR.
IRVINE, CA 92618



Prepared By:

People's Choice Home Loan,
Inc.
7515 Irvine Center Drive,
Irvine, CA 92618

[Space Above This Line For Recording Data]

MORTGAGE

MIN100273900104024970

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated November 29, 2006, together with all Riders to this document.

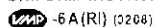
(B) "Borrower" is RHUDY HERNANDEZ INDIVIDUAL

Borrower is the mortgagor under this Security Instrument.

(C) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. **MERS is the mortgagee under this Security Instrument.** MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel (888) 679-MERS.

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RHODE ISLAND - Single Family - Fannie Mae/Freddie Mac
UNIFORM INSTRUMENT WITH MERS



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Initials:

JRG

VMP MORTGAGE FORMS - (800)521-7751

Form 3040 1/01 (rev. 11/02)

(D) "Lender" is PEOPLE'S CHOICE HOME LOAN, INC.

Lender is a CORPORATION
organized and existing under the laws of WYOMING
Lender's address is 7515 IRVINE CENTER DR., IRVINE, CA 92618

(E) "Note" means the promissory note signed by Borrower and dated November 29, 2006
The Note states that Borrower owes Lender FOUR HUNDRED THIRTY-SIX THOUSAND AND 00/100
Dollars

(U.S. \$436,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic
Payments and to pay the debt in full not later than January 1, 2037

(F) "Property" means the property that is described below under the heading "Transfer of Rights in the
Property."

(G) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges
due under the Note, and all sums due under this Security Instrument, plus interest.

(H) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following
Riders are to be executed by Borrower [check box as applicable]:

<input checked="" type="checkbox"/> Adjustable Rate Rider	<input type="checkbox"/> Condominium Rider	<input type="checkbox"/> Second Home Rider
<input type="checkbox"/> Balloon Rider	<input type="checkbox"/> Planned Unit Development Rider	<input type="checkbox"/> 1-4 Family Rider
<input type="checkbox"/> VA Rider	<input type="checkbox"/> Biweekly Payment Rider	<input type="checkbox"/> Other(s) [specify]

(I) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations,
ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final,
non-appealable judicial opinions.

(J) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other
charges that are imposed on Borrower or the Property by a condominium association, homeowners
association or similar organization.

(K) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by
check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic
instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit
or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller
machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse
transfers.

(L) "Escrow Items" means those items that are described in Section 3.


(M) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid
by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i)
damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the
Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the
value and/or condition of the Property.

(N) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on,
the Loan.

(O) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the
Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its
implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to
time, or any additional or successor legislation or regulation that governs the same subject matter. As used

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 -6A(RI) (02/03)

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Initials: 

Form 3040 1/01 (rev. 11/02)

in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(Q) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to MERS, (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS, with Mortgage Covenants upon the Statutory Condition and with the Statutory Power of Sale, the following described property located in the

COUNTY

of

PROVIDENCE

:

[Type of Recording Jurisdiction]

[Name of Recording Jurisdiction]

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS EXHIBIT
'A'


Parcel ID Number: 11-3433
200 OAKLAWN AVENUE
CRANSTON
("Property Address"):

which currently has the address of
[Street]
[City], Rhode Island 02920 [Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

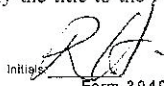
BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

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 -6 A (RI) (0206)

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Initials



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THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges.

Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be

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in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.


If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the

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lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

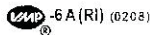
5. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with

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the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. Occupancy. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.


7. Preservation, Maintenance and Protection of the Property; Inspections. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

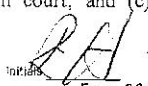
8. Borrower's Loan Application. Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable

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attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

10. Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

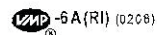
Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

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(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

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12. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

14. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

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16. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

17. Borrower's Copy. Borrower shall be given one copy of the Note and of this Security Instrument.

18. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA

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requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.


Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

21. Hazardous Substances. As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

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Initials: 

Form 3040 1/01 (rev. 11/02)

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the STATUTORY POWER OF SALE and any other remedies permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.


If Lender invokes the STATUTORY POWER OF SALE, Lender shall mail a copy of a notice of sale to Borrower as provided in Section 15. Lender shall publish the notice of sale, and the Property shall be sold in the manner prescribed by Applicable Law. Lender or its designee may purchase the Property at any sale. The proceeds of the sale shall be applied in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

23. Release. Upon payment of all sums secured by this Security Instrument, this Security Instrument shall become null and void. Lender shall discharge this Security Instrument. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

24. No Outstanding Automatic Orders in Domestic Relations Cases. Borrower hereby represents and warrants to Lender that either (a) there is no outstanding automatic order under Chapter 15-5 of the Rhode Island General Laws against any Borrower relating to a complaint for dissolution of marriage, legal separation, annulment, custody or visitation or (b) there is an outstanding automatic order under Chapter 15-5 of the Rhode Island General Laws against a Borrower relating to a complaint for dissolution of marriage, legal separation, annulment, custody or visitation, and the other party that is subject to such order has consented to, or the court which issued the automatic order has issued another order authorizing, such Borrower's execution of the Note and this Security Instrument.

25. Homestead Estate. If Borrower heretofore has acquired or hereafter acquires an estate of homestead in the Property, Borrower hereby agrees that such homestead estate is waived to the extent of this Security Instrument and the amount due under the Note and to the extent of all renewals, extensions and modifications of this Security Instrument or the Note, and that said homestead estate is subject to all of the rights of Lender under this Security Instrument and the Note and all renewals, extensions and modifications of this Security Instrument and the Note, and is subordinate to the lien evidenced by this Security Instrument, and all renewals, extensions and modifications of this Security Instrument. Furthermore, Borrower hereby waives the benefits of any homestead or similar laws or regulations that may otherwise be applicable from time to time.

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Form 3040 1/01 (rev. 11/02)

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

Witnesses:



RUDY HERNANDEZ (Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

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STATE OF RHODE ISLAND,

Providence

County ss:

On this 29 day of November 2006, in Providence,
in said County, before me personally appeared

Rhudy Hernandez

each and all to me known and known to me to be the person(s) executing the foregoing instrument and
acknowledged said execution to be his/her/their free act and deed.

Notary Public

John Precobb
comm exp.
10/26/09

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Initials:

RH

Form 3040 1/01 (rev. 11/02)

EXHIBIT "A"

200408140000530 Bk: 2661
RECORDED Cranston, RI Pg
06/14/2004 11:12:00 DEED

That certain lot of land, with all buildings and improvements thereon, situated at the southeasterly corner of Oaklawn Avenue and Freedom Drive in the City of Cranston and State of Rhode Island, laid out and designated as Lot No. 33 (fifty-five) on that plat entitled, "DEAN ESTATES-PLAT NO. 4 UNDER DEED OF TRUST TO JOSEPH H. COEN & JOHN MONTAGNOLA, CRANSTON, R.I. EX'TONER, 1934 N.M. VERDE EXQ'R.", which plat is recorded with the Land Evidence Records in said City of Cranston, in Plat Book 14 at page 60 and on Plat Card 412.

Subject to restrictions of record.

PROPERTY ADDRESS:

200 Oaklawn Avenue
Cranston, RI 02920
Assessor's Plat 11, Lot 3433

200612040001180 Bk: 3546 Pg: 97
RECORDED Cranston, RI Pg 17 of 20
12/04/2006 14:45:00 MTG

FIXED/ADJUSTABLE RATE RIDER
(LIBOR Six-Month Index (As Published In *The Wall Street Journal*)- Rate Caps)
Including Prepayment Penalty

THIS FIXED/ADJUSTABLE RATE RIDER is made this 29th day of November, 2006, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's Fixed/Adjustable Rate Note (the "Note") to **PEOPLE'S CHOICE HOME LOAN, INC. a WYOMING CORPORATION.**

("Lender") of the same date and covering the property described in the Security Instrument and located at: 200 OAKLAWN AVENUE, CRANSTON, RHODE ISLAND 02920

[Property Address]

THE NOTE PROVIDES FOR A CHANGE IN BORROWER'S FIXED INTEREST RATE TO AN ADJUSTABLE INTEREST RATE AND FOR CHANGES IN BORROWER'S MONTHLY PAYMENTS. THE NOTE LIMITS THE AMOUNT BORROWER'S ADJUSTABLE INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE BORROWER MUST PAY.

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. ADJUSTABLE RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial fixed interest rate of 7.165%. The Note also provides for a change in the initial fixed rate to an adjustable interest rate, as follows:

4. ADJUSTABLE INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The initial fixed interest rate I will pay will change to an adjustable interest rate on the 1st day of January, 2010 and the adjustable interest rate I will pay may change on that day every 6 months thereafter. The date on which my initial fixed interest rate changes to an adjustable interest rate, and each date on which my adjustable interest rate could change, is called a "Change Date."

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(B) The Index

Beginning with the first Change Date, my adjustable interest rate will be based on an Index. The "Index" is the average of interbank offered rates for six-month U.S. dollar-denominated deposits in the London market ("LIBOR"), as published in *The Wall Street Journal*. The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new index that is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding six and one-quarter percentage points (6.250%) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

Beginning on the First Principal and Interest Payment Due Date, the Note Holder will determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I owe at the Change Date in full on the Maturity Date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment, until the next Change Date.

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 9.165 % or less than 7.165 %. Thereafter, my adjustable interest rate will never be increased or decreased on any single Change Date by more than one percentage point (1.000%) from the rate of interest I have been paying for the preceding 6 months. My interest rate will never be greater than 14.165 %. My interest rate will never be less than 7.165%.

(E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

(F) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my initial fixed interest rate to an adjustable interest rate and of any changes in my adjustable interest rate before the effective date of any change. The notice will include the amount of my monthly payment, any information required by law to be given to me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

(G) Date of First Principal and Interest Payment

The date of my first payment consisting of both principal and interest on this Note (the "First Principal and Interest Payment Due Date") shall be the sixty first monthly payment due date. Each monthly payment thereafter shall consist of both Principal and interest.

B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

1. Until Borrower's initial fixed interest rate changes to an adjustable interest rate under the terms stated in Section A above, Uniform Covenant 18 of the Security Instrument shall read as follows:

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Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

2. When Borrower's initial fixed interest rate changes to an adjustable interest rate under the terms stated in Section A above, Uniform Covenant 18 of the Security Instrument described in Section B1 above shall then cease to be in effect, and the provisions of Uniform Covenant 18 of the Security Instrument shall be amended to read as follows:

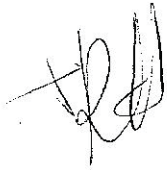
Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by Applicable Law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender also may require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all

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sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

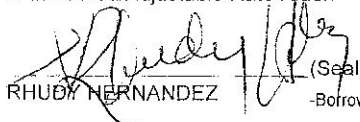
5. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of Principal at any time before they are due. A payment of Principal only before it is due is known as a "Prepayment." When I make a Prepayment, I will tell the Note Holder in writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the monthly payments then due under this Note.

The Note Holder will use my Prepayment to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to any accrued and unpaid interest on the Prepayment amount before applying my Prepayment to reduce the Principal amount of this Note. If I make a partial Prepayment, there will be no changes in the due dates of my monthly payments unless the Note Holder agrees in writing to those changes. My partial Prepayment may reduce the amount of my monthly payments after the first Change Date following my partial Prepayment. However, any reduction due to my partial Prepayment may be offset by an increase in the interest rate.

If within Twelve (12) months from the date of execution of the Security Instrument, I make a full prepayment, I will pay a prepayment charge of two percent (2%) of the balance due at the date of the payoff.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Fixed/Adjustable Rate Rider.


RHODY HERNANDEZ (Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

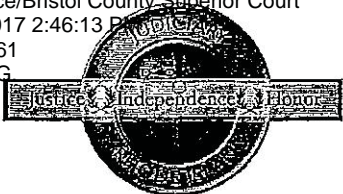
(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

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RHODE ISLAND JUDICIARY Court User Identification Card Acceptance and Acknowledgement Form

Name: <u>Robles, Nelson</u>	Card # <u>9708</u>
RI Bar No.: _____	

Upon receipt of my Rhode Island Judiciary identification card (hereinafter "identification card"), I hereby acknowledge and agree as follows:

1. The identification card received today by me is issued for my exclusive possession and use and will be presented upon my entering all Rhode Island courthouses. I will not present the card to access a courthouse for **personal use**, or any other purpose other than during the course of my official duties and responsibilities. I will not allow any other person to borrow, duplicate, use or otherwise take possession of the identification card, and I understand and agree that the court access card does not provide entrance to any other person, including but not limited to, any person who may be entering the courthouse with me such as a witness, client or member of my staff.
2. I understand, agree and warrant that I am not carrying any weapon into a court facility upon presentation of this card, and any violation of the weapons policy shall subject me to the imposition of discipline.
3. I agree to immediately notify the Judiciary's Director of Security, both verbally and in writing, in the event that the identification card is lost, stolen or misplaced. Upon issuance of a new or replacement identification card, I will pay a reissuance fee of ten dollars (\$10.00) to the Rhode Island Judiciary. This fee is payable by check or money order only.
4. I acknowledge and accept that the Judiciary reserves the right to cancel, suspend, limit or modify the terms of my usage of the identification card and any access to the Rhode Island courthouses related thereto at any time.
5. I agree to return the identification card within forty eight (48) hours to the Judiciary's Director of Security upon the voluntary or involuntary termination or suspension of my license to practice law, or as otherwise directed by the Judiciary's Director of Security.

[Signature]
Signature

5/2/17
Date

Return this completed form to:

Stephen J. Kerr, Director of Security
Licht Judicial Complex
250 Benefit Street, Room 205
Providence, RI 02903
Tel. (401) 222-6700

For Office Use Only			
Card Returned: <u>new</u>	Status Verified: <u>active</u>	Fee Charged: <u>_____</u>	DATE: <u>5/2/17</u>

Exhibit 2

ASSIGNMENT OF MORTGAGE

from Rhudy Hernandez

to Mortgage Electronic Registration Systems, Inc.



dated November 29, 2006, and recorded with the Records of Land Evidence in the city of Cranston on December 4, 2006 at 14:45 at Book 3546, Page 81

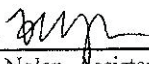
assigns said mortgage and the note and claim secured thereby to US Bank National Association, as Trustee for SASCO Mortgage Pass-Through Certificates, Series 2007-BC3, 425 Walnut Street, Cincinnati, OH 45202

Property Address: 200 Oaklawn Avenue, Cranston, RI 02920

IN WITNESS WHEREOF, the said Mortgage Electronic Registration Systems, Inc. has caused its corporate seal to be hereto affixed and these presents to be signed, in its name and behalf by Francis J. Nolan, Assistant Secretary and Vice President*

this 19th day of February, 2009

Mortgage Electronic Registration Systems, Inc.

By: 
Francis J. Nolan, Assistant Secretary and Vice President*

*For signatory authority see Corporate Resolution recorded with the Records of Land Evidence in the City of Cranston at Book 2364, Page 134.

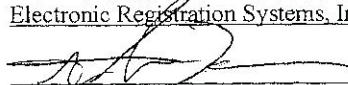
The Commonwealth of Massachusetts

Middlesex, ss

February 19, 2009

On this 19th day of February, 2009, before me, the undersigned notary public, personally appeared Francis J. Nolan, proved to me through satisfactory evidence of identification, which were personal knowledge, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.

Capacity: (as Assistant Secretary and Vice President*) for Mortgage Electronic Registration Systems, Inc.

 (Affix Seal)
Notary Signature

My commission expires: _____

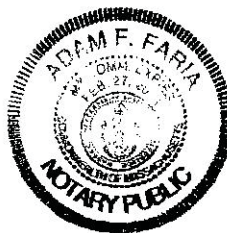
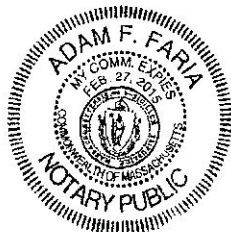


Exhibit 3

Exhibit A

EXHIBIT A

Party	Address	City	State	Zip	Agreement
4530-4570 Eastern LLC	c/o The Ribeiro Company	Las Vegas	NV	89119	Lease re Premises: 4530 S. Eastern Avenue, Suits 1 & 2 Las Vegas, NV 89119 CC# 175
Adam Fern/ Mike Wilson	2925 N. Green Valley Pkwy	Henderson	NV	89014	REO Broker Agreement
Alexander Properties Company	One Annabel Lane, Suite 201	San Ramon	CA	94583	Lease re Premises: 4000 Executive Parkway, Suite 520 San Ramon, CA 94583-4339 CC# 941
Allen, Jeffrey F.	25 PINE CREST DRIVE	Chagrin Falls	OH	44022	
Alli Zaghab	401 Main Street 1st Floor	Laurel	MD	20707	REO Broker Agreement
Angie Borras	1802 NW Military, Ste 300	San Antonio	TX	78213	REO Broker Agreement
Anna Helton	RE/MAX advantage	Channahon	IL	60018	REO Broker Agreement
Anthony, Robert	1797 Capetown Circle	Cost Mesa	CA	92627	IT Department Contract/License/ Agreement
APC Data Center UPS	132 Fairgrounds Road	West Houghton	RI	02892	Second Amendment to Lease Sublease re Premises: 18250 Ventura Blvd., Suite 403 Sherman Oaks, CA 91403
Ardent Realty Limited Partnership	18000 Ventura Blvd, Ste. 700	Encino	CA	91436	Whole Loans
Aurora Loan Services	327 Invesness Dr. South, 3rd Floor	Englewood	CO	80112	
Azili, Cheryl	4512 Santa Gertrudes Avenue	Garden Grove	CA	92645	REO Broker Agreement
Barry Whitlington	5901 N. Western, Suite 100	Okemos	MI	48864	REO Broker Agreement
Bear Stearns Mortgage Capital Corp.	393 Madison Avenue	New York	NY	10178	Warehouse Lender
Ben Crouch	Century 21	Greenfield	IN	46140	REO Broker Agreement
Bernice Edelman	1726 North State Street	Dallas	TX	75225	REO Broker Agreement
BIT Holdings Forty-Six, Inc.	8201 Preston Road, Suite 255	Houston	TX	77058	Sublease re Premises: Towne Center Two 1300 Lake Robbins Drive, Suite The Woodlands, TX 77380
Bob Massey	c/o Palmfely Group, LLC	Corpus Christi	TX	78475	REO Broker Agreement
Bonanno, Martin	711 N. Carancahua, Suite 119	Meriden	CT	06450	Employment Agreement
Bozas, Simon	Retail Division	The Colony	TX	75056	Employment Agreement
Brenda Cadle	38 Burnett Ferry Road	Roanoke	VA	24060	REO Broker Agreement
Broadway 101 Office Park Inc.	JP O. Box 36556	Chicago	IL	60644	Lease re Premises: 2151 E. Broadway Road, Suite 213 Tempe, AZ 85282-1933 CC# 112
Carole O'Neill	110 Broadway	Palatine	IL	60067	REO Broker Agreement
Cathy Davis	1436 Trail Center Drive	St. Peters	MO	63376	REO Broker Agreement
CBC- Credit	250 East Broad Street	Columbus	OH	43215	IT Department Contract/License/ Agreement
CBCInnov/s, Inc.	250 East Broad Street	Columbus	OH	43215	Master Agreement for Services (Draft)
Century Plaza Associates LLC	11 Commerce Dr.	Cranford	NJ	07016	Lease re Premises: 103 Carnegie Center, Suite 111 Princeton, NJ 08540
Cheryl Harris	2828 Telegraph	Flat Rock	MI	48134	REO Broker Agreement
ChoicePoint Precision Marketing, Inc.	1000 Alderman Dr.	Alpharetta	GA	30005	ChoicePoint Master Marketing Services Agreement
Chris West	3269 S. Main St., Ste 260	Bail Lake City	UT	84115	REO Broker Agreement
CHUBB	Wood Gurney & Bogert Ins. Bldg.	Tustin	CA	92780	Agreement re Worker's Compensation Insurance
Cindy Greene	4509 Highway 58	Irving	TX	75039	IT Department Contract/License/ Agreement
Cisco Networking Devices (Snnabel)	6535 N State Highway 161	New York	NY	10013	Whole Loans
Cligroup Global Markets Realty Group	390 Greenwich St., 6th Floor	Irvine	CA	92612	IT Department Contract/License/ Agreement
Clirk, Alex	2102 Business Center Drive	Long Beach	CA	90803	Employment
CMD Realty Investment Fund IV L.P.	Regional Vice President,	Atlanta	GA	30328	Lease re Premises: 410 North 44th Street, Suite 300 Phoenix, AZ 85008-7605 CC# 946
CMD Realty Investment Fund IV L.P.	c/o CMD Realty Investors, LP	Irvine	CA	92614	IT Department Contract/License/ Agreement
COGNOS	2020 RiverEdge Parkway, Suite 500	Irvine	CA	92602	License and Services Agreement
Commerce Velocity, Inc.	2020 Main Street, Suite 750	Irvine	CA	92602	License and Services Agreement (Final)
Commerce Velocity, Inc.	300 Commerce, Suite 100	Irvine	CA	92602	License and Services Agreement (Final)
Commerce Velocity, Inc.	Attn: Umash Verma	Irvine	CA	92602	License and Services Agreement (Final)

EXHIBIT A

Compliance Ease	Burlingame Headquarters	Compliance/Ease Division	One Day Plan, Suite 100	1000 Burlington Highway	Burlington	CA	94018-1923	IT Department Contract/License Agreement
Compliance Ease	Burlingame Headquarters	Compliance/Ease Division	One Day Plan, Suite 100	1000 Burlington Highway	Burlington	CA	94018-1923	IT Department Contract/License Agreement
Concord Mindeman Capital Co.	Joseph Meehan	Logic/Ease Solutions Inc.	1300 Old Placerville Road	1300 Old Placerville Road	San Francisco	PA	19142	Warehouse Lender
Core Logic Score - Loan Safe and Broker			1516 North Jefferson Street	1516 North Jefferson Street	Sacramento	CA	95827	IT Department Contract/License Agreement
Craig Johnson	Johnson Realty		1922 1st Ave South	1922 1st Ave South	Huntington	IN	46750	REO Broker Agreement
Craig Murphy	Eric Realty Inc.		302 Carnegie Center, 2nd Floor	302 Carnegie Center, 2nd Floor	Anoka	MN	55303	REO Broker Agreement
Credit Suisse	Gary Timmerman		DLJ Mortgage Capital, Inc.	DLJ Mortgage Capital, Inc.	Princeton	NJ	08540	Warehouse Lender
Credit Suisse Asset Servicing and Specialization, LLC			335 Madison Avenue, 19th Floor	335 Madison Avenue, 19th Floor	New York	NY	10017	Warehouse Lender/EPD Claimants
Creed Smith	Creed Smith & Smith Real Estate		200 Union Blvd, Suite 540	200 Union Blvd, Suite 540	New York	NY	10017	Whole Loans
Cutter, Steve M.	Vice President, Wholesale Division		65 Golf Ridge Drive	65 Golf Ridge Drive	Lakewood	CO	80128	REO Broker Agreement
Cybertrust, Inc.			PO Box 67000 Dept. #254907	PO Box 67000 Dept. #254907	Dove Canyon	CA	92679	Employment Agreement
Dalberg, Melissa			18004 CLEAR LAKE DRIVE	18004 CLEAR LAKE DRIVE	Detroit	MI	48267	Risk Management Agreement
Date Alup	Guest Realty		1502 Braham Rd	1502 Braham Rd	Luiz	FL	33548	
Dan Hurmston	Century 21 Moneyworld		375 N Stephanie, #4	375 N Stephanie, #4	Como	IL	38819	REO Broker Agreement
Dan Miles	Monterey Bay Real Estate Services		720-A Capitola Avenue	720-A Capitola Avenue	Henderson	NV	89014	REO Broker Agreement
Dan Townsend	Olympic Properties		2683 Via De La Valle, # 6528	2683 Via De La Valle, # 6528	Capitola	CA	95010	REO Broker Agreement
Daneen Shepherd	Realty Network		7143 S. Braden	7143 S. Braden	Dal Mar	CA	92014	REO Broker Agreement
Data Check, Inc.	Contact-Bath Miller		800 S El Camino Real, #212	800 S El Camino Real, #212	Tulsa	OK	74136	REO Broker Agreement
DataCheck, Inc.			800 S El Camino Real, #212	800 S El Camino Real, #212	San Clemente	CA	92672	Agreement re Pre-Employment Screening
David Krock	Monterey Valley Real Estate Services Corp.		606 Federal State	606 Federal State	San Clemente	CA	92672	Service Agreement
Dawn Rubin	Re/Max Premier		30559 Pinetree Road	30559 Pinetree Road	Baldwin	MA	01007	REO Broker Agreement
Dawn Moyna	Moyna Properties, Inc.		3200 North Federal Hwy, Suite 108	3200 North Federal Hwy, Suite 108	Pepper Pike	OH	44124	REO Broker Agreement
DB Structured Products, Inc.	Michael Commuro, Managing Director		60 Wall Street	60 Wall Street	Bozart	FL	33431	REO Broker Agreement
Deb Jeffers	Realty Executives Chattanooga		6505 Lee Hwy	6505 Lee Hwy	New York	NY	10005	Warehouse Lender/EPD Claimants
Denley Investment & Management Co.	c/o Management Office		Suite 100, 5560 LBJ Freeway	Suite 100, 5560 LBJ Freeway	Chattanooga	TN	37421	REO Broker Agreement
Dennis Franklin	Re/Max Active Realty		4056 Decoto Rd	4056 Decoto Rd	Dallas	TX	75240	Lease re Premises: 5520 LBJ Freeway, Suite 150 Dallas, TX 75240-2822 CC# 162
Dennis Loney	CometStone Realty Associates LLC		6500 Papamill Drive, Suite 100	6500 Papamill Drive, Suite 100	Fremont	CA	94555	REO Broker Agreement
DynaCom Management			1548 Bond Street, Ste. 106	1548 Bond Street, Ste. 106	Knoxville	TN	37919	REO Broker Agreement
DynaCom Management, Inc.			1952 McDowell Road, Suite 101	1952 McDowell Road, Suite 101	Naperville	IL	60563	Office Lease
DynaCom Management, Inc.			1952 McDowell Road, Suite 101	1952 McDowell Road, Suite 101	Naperville	IL	60563	Lease re Premises: 1952 McDowell Road, Suite 306 Naperville, IL 60563-6507
Ecora			2222 Michelson Dr, Suite 508	2222 Michelson Dr, Suite 508	Irving	CA	92612	IT Department Contract/License Agreement
Ed Riley	Vail REO Realty		1415 W 22nd St, Tower Floor	1415 W 22nd St, Tower Floor	Oakbrook	IL	60523	REO Broker Agreement
Edward J. McTaggart	c/o Matty Sundberg		Grubb & Ellis	Grubb & Ellis	Carlsbad	CA	92009	Lease re Premises: 5838 Edison Place, Suite 201 Carlsbad, CA 92008
Elman Pittsburgh II Associates, LP	c/o Elman Investors		4100 One Commerce Square	4100 One Commerce Square	New York	NY	10022	Lease re Premises: Three Parkway Center West, Suite 105 Pittsburgh, PA 15220
EMC Mortgage (Servicer)	Attn: Jenna Kemp		Two MacArthur Ridge	Two MacArthur Ridge	Irving	TX	75038	Subservicing Agreement
EMC Mortgage (Servicer)	Attn: Jenna Kemp		Two MacArthur Ridge	Two MacArthur Ridge	Irving	TX	75038	Subservicing Agreement
EMC Mortgage (Servicer)	Attn: PCHLT 2005-3		Wicks Fargo Bank, National Assoc.	Wicks Fargo Bank, National Assoc.	Irving	TX	75038	Subservicing Agreement
EMC Mortgage Corporation			Two MacArthur Ridge	Two MacArthur Ridge	Irving	TX	75038	First Amendment to Subservicing Agreement dated 10/1/05
EMC Mortgage Corporation			Two MacArthur Ridge	Two MacArthur Ridge	Irving	TX	75038	First Amendment to Subservicing Agreement dated 6/1/05
EMC Mortgage Corporation			2780 Lake Vista Drive	2780 Lake Vista Drive	Lewisville	TX	75067	Subservicing Agreement

EXHIBIT A

EMC Mortgage Corporation	Stephen Golden	Two MacArthur Ridge	100 Lakes Ridge Dr.	Suite 200	Irvine	TX	74038	Second Amendment to Subservicing Agreement dated 4/1/05
EMC Mortgage Corporation	Attn: Jenna Cottle-Kemp	2780 Lake Vista Drive			Lewisville	TX	75067	Warehouse Lender/EPD Claimants
EMC Mortgage Corporation	Attn: Jenna Cottle-Kemp	Two MacArthur Ridge	100 Lakes Ridge Dr.	Suite 200	Irvine	TX	74038	Subservicing Agreement
EMC Mortgage Corporation	Attn: Jenna Cottle-Kemp	Two MacArthur Ridge	100 Lakes Ridge Dr.	Suite 200	Irvine	TX	74038	Subservicing Agreement
E-Oscar		Two MacArthur Ridge	100 Lakes Ridge Dr.	Suite 200	Irvine	TX	74038	First Amendment to Subservicing Agreement dated 4/1/05
Ethan Conrad Properties, Inc.	RESIDENT MANAGER OR OWNER	1300 National Drive, Suite 100			Detroit	MI	48255	IT Department Contract/License/ Agreement
Experian		6761 Sierra Court, Suite G			Sacramento	CA	95834	Lease re Premises: 1300 National Drive, Suite 170 Sacramento, CA 95834 CC# 942
Experian Information Solutions, Inc.	Information Solutions Division	475 Anton Blvd.			Dublin	CA	94568	Product and Service Purchase Agreement
Experian Information Solutions, Inc.	Attn: General Counsel	Information Solutions Division			Costa Mesa	CA	92626	Prescreening Services Agreement
Fair Isaac Software, Inc.	Attn: Contracts Administration	3861 Willy Centre Dr.			Costa Mesa	CA	92626	Prescreening Services Agreement
First American Real Estate Solutions, LP		4 First American Way			San Diego	CA	92130	Fair Isaac Software, Inc. BridgeLink Network Services Agreement (Draft)
FNIS Real Estate Tax Services		222 E. Huntington Drive, Ste. 200			Santa Ana	CA	92707	Software License and Support Agreement
Franklin Credit Management Corporation		101 Hudson Street, 25th Floor			Monrovia	CA	91016	Tax Services Agreement
Fred Levin	Rel/Max 100, Inc.	6006 Brownboro Park Blvd.			Jersey City	NJ	07302	Whole Loans
Fujie, Donna Jean	Regional Vice President	West Region, Wholesale Division			Louisville	KY	40207	REO Broker Agreement
Gena Foster	Coldwell Banker Archway Inc.	800 W North St			Honolulu	HI	96816	Employment Agreement
Gena Whitlock/Gene Whitlock	1st Florida Sale and Leasing	635 Arbutle			Jackson	MI	49202	REO Broker Agreement
Gerrity, Scott	Hub Manager of Broker Direct Office	1619 Vista Luna						REO Broker Agreement
Gerrity, Scott	Hub Manager of Broker Direct Office	342 Britton Street			San Clemente	CA	92673	Employment Agreement
Garry Roy	Royal Real Estate Service	704 West Taylor St			San Clemente	CA	92673	Employment Agreement (superseding all prior agreements)
Gloria Treadway	Southern Realty Group	100 Clearbrook Road			Chicopee	MA	01020	REO Broker Agreement
Glorious Sun Robert Martin LLC	c/o Mack Call Realty Corp	1846 North California Blvd., Suite 400			Elmsford	NY	10523	REO Broker Agreement
GMAC-RFC	Michael Bugbee, Managing Director	65 Enterprise			Wilmington	NC	94596	Warehouse Lender/EPD Claimants
Go Apply, Inc.		65 Enterprise			Aliso Viejo	CA	92656	Lender Agreement
Go Apply.com		65 Enterprise			Aliso Viejo	CA	92656	Lender Agreement
Goldman Sachs Mortgage Company		85 Broad Street			New York	NY	10004	Whole Loans
Graeler, Darren	15872 WICKLOW LANE				San Francisco	CA	92847	
Heather Shield	Jaret & Cohn Real Estate	5 Beech Street			Rockland	ME	04841	REO Broker Agreement
Heather Packard		8000 Foothills Blvd. MS 6630			Roseville	CA	95747	Software and Support Agreement
Hidden Valley Equities, LLC		1750 112th Avenue NE, Suite C234			Bellavus	WA	98004	Sublease re Premises: 1750 112th Avenue NE, Suite D-155 Bellevue, WA 98004-3727
HMSA Hawaii	Wood Gutman & Begert Inc. Sublease	15501 Red Hill Ave.			Tustin	CA	92780	Agreement re Medical/Vision/Dental Insurance Plans
Holly King	The Group, Inc.	3257 W 20 Street			Greely	CO	80634	REO Broker Agreement
Homecomings Financial Network, Inc.		9725 Sky Park Court, 3rd Fl.			San Diego	CA	92123	Interim Servicing Agreement
HP BackUp Tapes		11444 Olympic Blvd. Ste 780			San Diego	CA	92123	Whole Loans
HP Hardware Maintenance		8000 Foothills Blvd.			Los Angeles	CA	90064	IT Department Contract/License/ Agreement
HP/AG Espenada at Locust Point - IV (Landlord/Management)	c/o Hamilton Partners	300 Park Blvd.			Roseville	CA	95747	IT Department Contract/License/ Agreement
Direct Marketing, Inc.	9880 Research Dr., 1st Fl.	T: 949-753-7300			Itasca	IL	60143	Lease re Premises: 1901 Butterfield Road, Suite 810 Downer's Grove, IL 60515-7904 CC#180
Instant Infosystems	9880 Research Dr., 1st Fl.	T: 949-753-7300			Irvine	CA	92618	Marketing Services Agreement for People's Choice Home Loan, Inc.
					Irvine	CA	92618	Authorization to Proceed (ATP) Agreement
					Torrance	CA	90503	Software License and Support Agreement

EXHIBIT A

Intelli-Mine Inc.		1200 Quail Street, Suite #270			Needham Beach	CA	92880	Purchase and Software License Agreement
Interlink, Inc. - Regs/Data Division		30005 Lafayette Court			Agoura Hills	CA	91301	SVAR Monitor Agreement (Draft)
ITF Lehman Capital - P&I Account		110 A Street			Needham	MA	02494	IT Department Contract/License Agreement
IXIS Real Estate Capital Inc.		1650 Ximeno Avenue			Long Beach	CA	90804	Whole Loans
James Matz		9 West 57th Street			New York	NY	10019	Warehouse Lender
James Moore		Century 21 Dabbs & Associates			Honolulu	IL	60430	REO Broker Agreement
James Osborn		56483 Antelope Trail			Vista Valley	CA	92284	REO Broker Agreement
Janice Maschek		886 Perimeter Rd.			Ozark	MO	65721	REO Broker Agreement
Jason Reed		Shoreline Realty			Channahon	CA	95423	REO Broker Agreement
Jason Strat		Century 21			El Dorado	AR	71730	REO Broker Agreement
Jeff Burress		400 West Oak			Chino	CA	91710	REO Broker Agreement
Jeff COP Hardequin, LLC		43699 Schenck Rd., Ste 100			Collinsville	TN	38017	REO Broker Agreement
Jim Bamford		Light House Realty			Phoenix	AZ	85072-2183	Lease to Purchase: Lakeview Redeveloping in this location: 7600 E. Orchard Road, Suite 108, Overwood Village, CO 80111. CD# 185
Jim Hudgens		P.O. Box 52183			Orange	CA	92667	REO Broker Agreement
Jim Liscandro		Real Estate Asset Disposition Corp.			Orange	CA	92667	REO Broker Agreement
Jim Owens		Rawles Real Estate			Orange	CA	92667	REO Broker Agreement
Joe Martin		Century 21			Orange	CA	92667	REO Broker Agreement
John Koerner		Century 21			Orange	CA	92667	REO Broker Agreement
John Mason		Century 21			Orange	CA	92667	REO Broker Agreement
Joseph Shebani		Century 21			Orange	CA	92667	REO Broker Agreement
Joy Riley		Century 21			Orange	CA	92667	REO Broker Agreement
Joyce Smith		Century 21			Orange	CA	92667	REO Broker Agreement
Justin Simon		Century 21			Orange	CA	92667	REO Broker Agreement
Kay Williams		Century 21			Orange	CA	92667	REO Broker Agreement
Kelly Cortez		Century 21			Orange	CA	92667	REO Broker Agreement
Ken Ewing		Century 21			Orange	CA	92667	REO Broker Agreement
Ken Olson		Century 21			Orange	CA	92667	REO Broker Agreement
Kenneth Van Horn		Century 21			Orange	CA	92667	REO Broker Agreement
Kessler, Rick		Century 21			Orange	CA	92667	REO Broker Agreement
Kevin Singer		Century 21			Orange	CA	92667	REO Broker Agreement
Kornswiet, Neil		Century 21			Orange	CA	92667	REO Broker Agreement
Kronos Incorporated		Century 21			Orange	CA	92667	REO Broker Agreement
Lamar Goring		Century 21			Orange	CA	92667	REO Broker Agreement
LandAmerica Credit Services		Century 21			Orange	CA	92667	REO Broker Agreement
Lee Richards		Century 21			Orange	CA	92667	REO Broker Agreement
Lehman Brothers Inc.		Century 21			Orange	CA	92667	REO Broker Agreement
Lehman Capital, a Division of Lehman Brothers Holdings, Inc.		Century 21			Orange	CA	92667	REO Broker Agreement

EXHIBIT A

Lahman Commercial Paper Inc.	Robert Guglielmo	745 7th Avenue 19th Floor	New York	10019	Master Repurchase Agreement
Leo Nordine	Nordine Realtors	2828 MacMillan Ave, PMB# 280	Harrods Beach	CA 90254	REO Broker Agreement
Leola-Rose (Avg monthly based on usage)		P.O. Box 894166	Los Angeles	CA 90189	IT Department Contract/License/ Agreement
Libbi Logan	Lynn Pace Real Estate, Inc.	301 B. Sunflower Rd	Cleveland	MS 38732	REO Broker Agreement
Lina, Rebecca		26416 MONTECITO LANE	Houston Volo	CA 92681	
Lincoln ASB Colorado Center, LLC	Life Lincoln Property Company Commercial	2900 S. Colorado Blvd., Suite 2100	Denver	CO 80222	Lease re Premises: 2000 S. Colorado Blvd., Suite 2-200 Denver, CO 80222-7934 CC# 946
Linda Barbato	Prudential American Group, Realtors	5337 W. Sunset Blvd., Ste. 150	Las Vegas	NV 89113	REO Broker Agreement
Linda Collins	Troy Young Realty	219 Hidden Valley Rd	Macon	GA 31217	REO Broker Agreement
Linda Vargas	Executive Realty	11754 Jollyville Road, Suite 105	Austin	TX 78759	REO Broker Agreement
Loan Performance (AMG # 511)		188 The Embarras, 3rd Fl	San Francisco	CA 94105	IT Department Contract/License/ Agreement
LogicEase Solutions, Inc. (LSI)	Attn: Legal Department	LogicEase Solutions, Inc.	Burlingame	CA 94010-1823	Master Services Agreement
LogicEase Solutions, Inc. (LSI)	Attn: Legal Department	LogicEase Solutions, Inc.	Bellevue	WA 98004	Master Services Agreement
LogicEase Solutions, Inc. (LSI)	Attn: Legal Department	LogicEase Solutions, Inc.	Bellevue	WA 98004	Master Services Agreement
LogicEase Solutions, Inc. (LSI)	Attn: Legal Department	One Bay Plaza	Burlingame	CA 94010-1823	Master Services Agreement
Lori Fowler	Area Properties Real Estate	708 N. Main	Sikeston	MO 63801	REO Broker Agreement
L'Sherice Page	Re/Max Alliance	37569 Five Mile	Livonia	MI 48154	REO Broker Agreement
LSI Title Company	Attn: President	2550 N. Red Hill Ave	Santa Ana	CA 92705	Agreement for Services
LSI Title Company		2550 N. Red Hill Avenue	Santa Ana	CA 92705	Service Provider Agreement (Reconveyances)
LSI Title Company	Attn: General Counsel	700 Cherrington Parkway	Corpus Christi	TX 78401	End User License Agreement
Lumigent Technologies		280 Great Road	Acton	MA 01720	REO Broker Agreement
Malinda Gipson	Re/Max Real Estate	2102 Fowler Ave	Jonesboro	AR 72401	REO Broker Agreement
Marc Goedert	Goedert Real Estate	1324 North Main Street	Adrian	MI 49221	REO Broker Agreement
Marc Openheimer	RE/MAX Realty	5981 Chamblee Dunwoody Rd	Atlanta	GA 30350	REO Broker Agreement
Marcia Warner	Coldwell Banker United, Realtor	18784 HWY 105 West	Midway	TX 77356	REO Broker Agreement
Marcus Edwards	RE/MAX Alliance	37569 Five Mile	Livonia	MI 48223	REO Broker Agreement
Marcus Shirley	RE/MAX Greater Atlanta	1585 Old Norcross	Lawrenceville	GA 30045	REO Broker Agreement
Marilynn "Sally" Riley	Advest Realty LLC	7004 E. 83rd Street	Kansas City	MO 64138	REO Broker Agreement
Marlo Polo	The Polo Group	12966 N. Dale Marby Hwy	Tampa	FL 33618	REO Broker Agreement
Mark Goedert	Goedert Real Estate	1324 North Main Street	Adrian	MI 49221	REO Broker Agreement
Mark J Lyons	REO Real Estate Connection	1803 East Main Street	Waterbury	CT 06705	REO Broker Agreement
Mark Jenks	Re/Max Specialists	12846 San Jose	Jacksonville	FL 32223	REO Broker Agreement
Marty Dietler	Marty's Real Estate	9 Ludlow Avenue	Bedford Hills	MA 01151	REO Broker Agreement
Mary Greenspan	Greenspan Brokerage	2340 E. Calvada Blvd., Ste 6	Pahrump	NV 89048	REO Broker Agreement
Mailab (AMG # 511)		3 Apple Hill Drive	Natick	MA -2098	IT Department Contract/License/ Agreement
Matt Armstrong	Indy REO Inc.	8470 Allison Paint Blvd. #100	Indianapolis	IN 46220	REO Broker Agreement
Matt Finch	Black Hawk Real Estate	109 East Main Street	Leedsborough, TN		REO Broker Agreement
Matt Swift	Swift Gore Realty	12280 Westheimer, Suite 100	Houston	TX 77077	REO Broker Agreement
Matthew Fisher	Re/Max Premier Properties	2100 N. Dallas Pkwy, Ste 102	Plano	TX 75093	REO Broker Agreement
Maureen Connor	Equity Capital Real Estate	883 Island Drive, Suite 203	Alameda	CA 94502	REO Broker Agreement
Melissa Allan	Century 21 Lee-Mac	605 West Warwick	Alma	MI 48801	REO Broker Agreement
Merrill Lynch Mortgage Lending, Inc.	Diane Alexander and John P. O'Grady	4 World Financial Center	New York	NY 10060	Warehouse Lender/EPD Claimants

EXHIBIT A

MERS	13059 Collections Center Drive	Chicago, IL 60693	IT Department Contract/License/ Agreement
Michael Balaitte	RE/MAX of Grand Rapids, Inc.	Grand Rapids, MI 49546	REO Broker Agreement
Michael Eaton	RE/MAX First Choice, Inc.	Detroit, MI 48219	REO Broker Agreement
Michael Weaster	Century 21 Excel Realty	Houston, TX 77024	REO Broker Agreement
Mighty Ducks Sports Suite	Mighty Ducks Hockey Club, LLC	Araheim, CA 92806	Suite Agreement
Mike Licavoli	Realty Executives East	Orlando, FL 32806	REO Broker Agreement
Mike Seger	Re/Max Towne Square	Wellesville, GA 30077	REO Broker Agreement
Willich, Michael	32 LEHIGH WAY	Oakland, NJ 7436	Employment Agreement
Williams, Timothy	921 S. Sunnyside	Elmhurst, IL 60126	Employment Agreement
Mortgage Asset Research Institute	12030 Sunnyside Valley Drive, #200	Roseton, VA 20191	IT Department Contract/License/ Agreement
Mortgage-Backed Notes	Bear, Stearns & Co. Inc.	New York, NY 10179	Underwriting Agreement
Mortgage-Backed Notes (McKenna National LLP)	Bear, Stearns & Co. Inc.	New York, NY 10179	Engagement Letter Agreement
Municipal Mortgage & Equity LLC	Attention: Office Manager	Tampa, FL 33607	Lease re Premises: 3000 Bayport Drive, Suite 1000 Tampa, FL 33607-8405
Nadine Gano	Century 21 - David Brigham	Albion, MI 48024	REO Broker Agreement
Nancy Wainwright	Real Estate Asset	Albion, MI 48024	REO Broker Agreement
Nelda McClain-Morgan	Century 21 Semo Realities, Inc.	Kennett, MO 63857	REO Broker Agreement
Nick Petrocelli	New England Property Solutions, Inc.	Brantree, MA 02184	REO Broker Agreement
Nick Signorello	Signorello Realty	Chicago, IL 60638	REO Broker Agreement
Nortura Credit & Capital, Inc.	Legal Department	New York, NY 10281	Whole Loans
Northwest I, LLC	2300 W. Sahara, Box One	Las Vegas, NV 89102	Lease re Premises: 2450 Fire Mesa Street, Suite 160 Las Vegas, NV 89126 CCH 957
Nowicki, Vince R.	Regional Vice President	Carlsbad, CA 92009	Employment Agreement
Nuwest Equity Partners, Inc.	R.P. Neudecker	Carlsbad, CA 92009	Whole Loans
Oakland Commons Acquisitions, LLC	Attention: Directors of Real Estate & Leasing	Southfield, MI 48034	Sublease re Premises: 20700 Civic Center Drive, Suite 300 Southfield, MI 48076
Option One Mortgage Corporation	6501 Irvine Center Drive	Irvine, CA 92618	Lease re Premises: 13650 Dulles Technology Drive Suite 175 Hamdon, VA 20171 CCH 947
Quosurea Testing	576 W Covina Blvd	San Diego, CA 92173	IT Department Contract/License/ Agreement
Pacific Garden Center	Suite 2775, Maula Tower	Honolulu, HI 96813	Office Lease
Pacific Guardian Center	737 Bishop Street, Suite 2775	Honolulu, HI 96813	Lease re Premises: 735 Bishop Street, Suite 430 (&427) Honolulu, HI 96813-4820 CCH 111
Pam Butler	3816 Cascade Road, Suite #205	Atlanta, GA 30331	REO Broker Agreement
Patricia Cox	1040 Lori Lane	Westerville, OH 43081	REO Broker Agreement
Pat Atkinson	Century 21 Murphy & Rudolph	Charlotte, NC 28214	REO Broker Agreement
Patrick Fleming	P.O. Box 7177	Gulfport, MS 39506	REO Broker Agreement
Patt Stark	Flaming Real Estate, Inc.	Pontiac, MS 38863	REO Broker Agreement
Patty Babe	Commonwealth Realty	White Pigeon, MI 48093	REO Broker Agreement
Paul Raymond	Re/Max Elite Group	Flint, MI 48507	REO Broker Agreement
PCFI	1320 West Hill Rd		Servicing Fee Rebate Agreement
PCFI (Company)	Various Agreements		Various Agreements
Peter Van Dausen	6505 Leo Hwy	TN 37421	REO Broker Agreement
Phan, Tony	27831 Via Del Agua	CA 92677	Employment Agreement
Plantiko, Brad	of Finance & Strategic Planning	CA 92646	Employment Agreement
Portford Solutions	3175 Sedona Court, Bldg D	Ontario, CA 91764	IT Department Contract/License/ Agreement
Portford Solutions Group, Inc.	24307 Magic Mtn. Pkwy #70	Valencia, CA 91355-7292	Software and Support Agreement

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EXHIBIT A

PowerControls	Softchoice Corp.	11444 Olympic Blvd, Ste 760		Los Angeles	CA	90064	IT Department Contract/License/Agreement
Promodag	Attention: Garlan Morse	22 big rue de la Reunion	(855) 954-4404	Paris	MA	02110	Software License Agreement
Quincy Foxboro, LLC	clo Maria & Maria Company, Inc	15000 MacArthur Blvd	815 400	Boston	MA	02110	Lease re Premises: 2 Hampshire, Suite #7BD Foxboro, MA 02035-2997 CCH 184
Rafael Dagnassess	Sean Saunders	2117 Hillhurst Avenue		Irvine	CA	92612	IT Department Contract/License/Agreement
Randy Chambers	Quanium Realtors	2379 Bayberry Lane		Los Angeles	CA	90027	REO Broker Agreement
RES.NET Corp.	Hearthstone Realty	23391 Cornercourt Dr., 2nd Floor		Las Vegas	CA	92630	REO Broker Agreement
Residential Funding Corporation	Mitchell Nomura	1640 North Carolina Blvd., Suite 400		Las Vegas	CA	92630	Unlimited User Subscription Agreement
Richard Welink	Century 21 Northwest REO	950 N Elmhurst Rd		Waco, Texas	CA	94586	Warehouse Lender
Rick Miller	J. Harvey Realty	44900 Middle Ridge Rd		Waco, Texas	IL	60056	REO Broker Agreement
Robert Meinhardt	Realty Executives	4435 E. Chandler Blvd., #200		Amherst	OH	44001	REO Broker Agreement
Robert Meinhardt	Realty Executives	4435 E. Chandler Blvd., #200		Phoenix	AZ	85048	REO Broker Agreement
Robert Stone	Real Estate Professionals, Inc.	4730 Poplar Ave., Suite 4		Phoenix	AZ	85048	REO Broker Agreement
Robert Taylor	Real Estate Gallery	8811 Ohio River Road		Memphis	TN	38117	REO Broker Agreement
Ron Biegler	Cabin Creek Properties, Inc.	9200 W. Cross Dr., #710		Littleton	CO	80123	REO Broker Agreement
Roseland Dennis	Keller Williams	6285 NORTH ROXBORO RD		Durham	NC	27712	REO Broker Agreement
Rosenbush, Cynthia		620 N IRENA		Durham	NC	27712	REO Broker Agreement
Ruben Lopez	Realty Executives	450 S. Glendora Ave, Suite 105		Waco, Texas	CA	91790	REO Broker Agreement
Rusty Graham	Coldwell Banker	1081 N Hampton, Suite 290		Desoto	TX	75115	REO Broker Agreement
Sam Alajalan	Alajalan Properties	2753 South Highland Drive		Las Vegas	NV	89109	REO Broker Agreement
Sam Baird	C-21 Troops and Company	520 E Jackson, Suite 12		Willard	MO	67581	REO Broker Agreement
Samuel, Allen	Account Executive of a Hub Office	1942 N. Deepark Lane, #89		Fullerton	CA	92631	Employment Agreement
SAS Institute Inc.	SAS Campus Drive		TI: 800-727-0025	Gary	NC	27513	Master License Agreement No. 53018
SAS Institute, Inc.	SAS Campus Drive		TI: 800-727-0025	Gary	NC	27513	Supplement No. 1 to Master License Agreement No. 53018
Saxon Mortgage, Inc.	Senior VP Capital Markets	480 Cox Road		Glen Allen	PA	23060	Warehouse Lender/EPD Claimants
Schoen, Christopher M.	Operations Manager,	2608 Main Street	32 Shadowood Dr.	Hopewell, NJ	NY	12533	Employment Agreement
Scott Larsen	Century 21 Golden Spike Realty			Sunset	UT	84015	REO Broker Agreement
Scott Wyntkoop	2110 N Meridian Street			Indianapolis	IN	46202	REO Broker Agreement
Sean McCann	Hancock Agency Real Estate	116 West 3rd Street		La Junta	CO	81060	REO Broker Agreement
SGS/CC Corporation		Hanston Building, 7th Floor	Emerald Avenue	Pasig City			Service Agreement
Shirley Smith	Shirley R Smith, Realtors, LTD	3695 Vineville		Macon	GA	31204	REO Broker Agreement
SN Servicing Corporation		700 17th Street, Suite 100		Denver	CO	80202	Whole Loans
Softchoice Corporation		11444 Olympic Blvd., Suite 760	(800) 954-1804	Los Angeles	CA	90064	Volume Licensing Agreement
Softchoice Corporation		11444 Olympic Blvd., Suite 750	(800) 954-1804	Los Angeles	CA	90064	Software License Agreement
Softchoice Corporation		11444 Olympic Blvd., Suite 750	(800) 954-1804	Los Angeles	CA	90064	Software License Agreement
SolarWinds		11444 Olympic Blvd., Ste 760		Los Angeles	CA	90064	IT Department Contract/License/Agreement
Specialists in Custom Software, Inc.		2120 Colorado Avenue, Suite 150	Phone: (714) 815-9900	Santa Monica	CA	90404	Software Support Agreement
Specialists in Custom Software, Inc.		Microsoft Business Solutions	One Love Time Road	Fargo	ND	58104-3911	Software Support Agreement
Spectrum Park, L.P.	clo Levy Realty Advisors, Inc.	4901 NW 17th Way #103		FL	33309		Lease re Premises: 4801 NW 17th Way, Suite 608 Ft. Lauderdale, FL 33309-3775 CCH 140
St. James, Julie	Senior Vice President of Capital Markets	18828 La Amistad Place		Tarzana	CA	91356	Employment Agreement

EXHIBIT A

Stephen Howard	Central Valley Realty	1151 W. Robinhood Dr.				Stockton	CA	95207	REO Broker Agreement
Sue Ann Stuart	RE/Max All Executives	1955 East River Road, #121				Tucson	AZ	85718	REO Broker Agreement
Suntrust Asset Funding, LLC	Tony Atkins	303 Peachtree Street, 23rd Floor				Atlanta	GA	30308	Whole Loans
T. Weiss Realty Corp.		105 Maxwells Road, Suite S121	Conflict - Josh Hill			Melville	NY	11747	Lease re Premises: 104 Maxwells Road, Suite 204 Melville, NY 11747-3851 CC# 181
Taleo		4140 Dublin Blvd				Dublin	CA	94568	Agreement re Applicant Tracking
Teriwoide, Nic	Executive Vice President	13 White Sail				Laguna Hills	CA	92677	Employment Agreement
Terry Parker	Best Real Estate & Property	4101 E. Louisiana, Ste. 350				Denver	CO	80246	REO Broker Agreement
Terwin Advisors LLC	Kerry Gaddas	45 Rockefeller Plaza, Suite 420				New York	NY	10111	Whole Loans
TFB IVR (Servicing # 380)	Nichola Harris	1112 Ocean Dr., Suite 202				San Francisco	CA	94109	IT Department Contract/License/ Agreement
The Bradford Wood Group & Robert Int. Builders	Rick Grenados (714) 824-3348	15901 Red Hill Ave., Ste. 100				Tustin	CA	92780	Dental Plan
The MathWorks		PO Box 845428				Boston	MA	02245-0428	Software and Maintenance Agreement
The Winter Group	Vic Calandra	21550 Oxford St., Suite 630				Woodland Hills	CA	91367	Whole Loans
TheLoanPage.com		11332 NE 122nd Way	TN 877-733-3401			Kirkland	WA	98034	Purchase Agreement Summary Page (with Terms and Conditions attached)
Thomas Washington	Select Realty	1931 Hwy 80 West, Unit 226				Jackson	MS	39204	REO Broker Agreement
Thomson MET, Division of Thomson Learning, Inc.		14624 North Scottsdale Rd				Scottsdale	AZ	85254	Master Agreement No.
TIC Logo Vista LP		5389 Pysphere Circle				Chicago	IL	60674	Lease re Premises: 700 S Highway 121, Suite 175 Lewisville, TX 75067 CC# 948
Timmins, Craig		32018 SOUTH COAST HIGH				Chicago	IL	60651	
Tom Moon	Pacific Moon Real Estate	18377 Beach Blvd				Laguna Beach	CA	92648	REO Broker Agreement
Tommy Addison	Addison Insurance & Realty	1023 West Thomas				Washington Beach	CA	92648	REO Broker Agreement
Toneta, Reyes A.		1836 E HALLANDALE BEAC	#673			Pasadena Beach	FL	33009	
TopPlain LLC	Mike Nguyen	2222 Michelson Drive, Suite 508	(949) 419-5128			Irvine	CA	92612	Configuration Software/Maintenance and Support Agreement
TPG -2500 City West, L.P.	P.O. Box 203396	Houston, TX 77216-3396							Lease re Premises: 2500 City West Blvd., Suite #280 Houston, TX 77042
Tracey Blomd	Intergate Realtors, Inc.	44 33 Far Hills Avenue				Kettering	OH	45429	REO Broker Agreement
TransUnion LLC									Data Services Agreement
TransUnion, LLC		555 W. Adams St., 6th Fl.				Chicago	IL	60661-3814	Agreement for Trans Union Data Services
TransUnion, LLC		555 W. Adams St., 6th Fl.				Chicago	IL	60661-3814	Empirica Prescreening Agreement
TransUnion, LLC		555 W. Adams St., 6th Fl.				Chicago	IL	60661-3814	Empirica Portfolio Review Agreement
TransUnion, LLC		Fair Isaac & Co., Inc.							Empirica Prescreening Agreement
TransUnion, LLC		Fair, Isaac and Co.							Empirica Portfolio Review Agreement
UBS Real Estate Securities Inc.	Glenn McIntyre	1285 Avenue of the Americas				New York	NY	10019	Warehouse Lender/EPD Claimants
USRes	Todd Mabraten	2539 Commercentra Drive				Lake Forest	CA	92630	Servicing Agreement
Valerie Lee	Prudential Collins & Turner Realty	2301 S. Irbey Street			Second Floor	Florence	SC	29505	REO Broker Agreement
Verni Eaton	Edwin, New, & Country Real Estate Incorporated	39010 Degenstrom Rd				Askov	MN	55704	REO Broker Agreement
Wachovia Bank, NA	Justin Zakacs	301 South College Street				Charlotte	NC	28203-0610	Warehouse Lender
Warren Adams	Security Pacific Real Estate Broker	11707 Fair Oaks Blvd, Suite 300				Fair Oaks	CA	95628	REO Broker Agreement
Washington Mutual	WMMSC	1201 Third Avenue, WMT 1706				Seattle	WA	98101	Whole Loans
Welstein, Ellis B.	Hulu Manager of Pittsburgh Office	42 Carleton Dr.				Pittsburgh	PA	15243	Employment Agreement
Whitac, Robert		400 Kelly Street, 15th Floor				Fort Lee	NJ	07024	Software License and Service Agreement
WPC Management	Chief Vice President, Risk Management & Legal Services	2960 E. Jackson Avenue, #23				Anaheim	CA	92806	Employment Agreement
Zeffiro, Michael	Chief Information Officer & Executive Vice President	7833 Walker Drive, Suite 610				Greenbelt	MD	20770	Lease re Premises: 7655 Walker Drive, Suite 350 Greenbelt, MD 20770-3212 CC# 943
			Information Technology	2175 Cornelia		Madison Viejo	CA	92682	Employment Agreement

EXHIBIT A

Zimmer, David	Executive Vice President, Asset Management	210 Brookstone Dr		Princeton	NJ	08540	Employment Agreement
ZipsSearch LLC		8760 Top Gun Street, Suite 110		San Diego	CA	92121	Support and Maintenance Agreement

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